JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY (JOOUST)

Tel. 057-2501804
E- mail. vc@jooust.ac.ke
Website: www.jooust.ac.ke

P.O. Box 210-40601
Bondo
Kenya

REQUEST FOR QUOTATION
15/06/2026

NOTE: SITE VISIT IS ON FRIDAY 19/06/2026 AT JOOUST MAIN CAMPUS AS FROM 8:00AM

QUOTATION NAME: PROVISION FOR REPAIR AND MAINTENANCE OF UNIVERSITY AIR CONDITIONERS

QUOTATION NUMBER: JOOUST/PQ/S1/RFQ00908/2025-26

Kindly ensure the following documents have been attached and filled before submission;

(i) Valid Trading License
(ii) Certificate of Registration,
(iii) Valid Tax Compliance Certificate,
(iv) Duly filled, signed and stamped Beneficial Ownership Disclosure Form *(Attached at end of document – Page 19-21)*

REQUEST FOR QUOTATIONS (RFQ)

To:_____

_____

_____

[Insert Name and Address of selected Tenderer]

From: **Jaramogi Oginga Odinga University of Science and Technology,**
P.O Box 210-40601,
Bondo.
Bondo- Usenge R o a d
Telephone: 057-2501804
Email: tenders@jooust.ac.ke

Quotation Name: PROVISION FOR REPAIR AND MAINTENANCE OF UNIVERSITY AIR CONDITIONERS

Quotation Number: JOOUST/PQ/S1/RFQ00908/2025-26

1. The **Jaramogi Oginga Odinga University of Science and Technology** invites you to submit quotations for *supply of goods* indicated in detail in "Table A. Schedule of Requirements and Specifications". The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours, **8:00 a.m to 5: 00p.m** at the address given below;

   Jaramogi Oginga Odinga University of Science and Technology,
   P.O Box 210-40601, Bondo.
   Bondo- Usenge Road
   Telephone: 057-2501804
   Email: tenders@jooust.ac.ke

2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than ***,22/06/2026 at 10.00AM***

3. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.

4. Enquiries regarding this quotation may be addressed to:
   Procurement Office
   Jaramogi Oginga Odinga University of Science and Technology,
   P.O Box 210-40601, Bondo.
   Bondo- Usenge Road
   Telephone: 057-2501804
   Email: tenders@jooust.ac.ke

5. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

6. Please inform by email or express mail the undersigned within **……3 Days…** of receipt of this RFQ if you will not besubmitting a quotation.

Address for Submission of Quotations.

Procurement Office
Jaramogi Oginga Odinga University of Science and Technology,
P.O Box 210-40601, Bondo.
Bondo- Usenge Road
Telephone: 057-2501804
Email: tenders@jooust.ac.ke

Or;

Be placed in the quotation box located in the Administration block, ground floor.

Yours sincerely,

_____

Vice Chancellor.

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.

2. **Validity of Quotations**: The quotation will be held valid for **30 days** from the date of submission.

3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.

4. **Sealing and Marking of Quotations**: Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below.Late quotations will be rejected.

Address for Submission of Quotations.

Procurement Office
Jaramogi Oginga Odinga University of Science and Technology,
P.O Box 210-40601, Bondo.
Bondo- Usenge Road
Telephone: 057-2501804
Email: tenders@jooust.ac.ke

Date of Submission (deadline): **(***day, month and year).22/06/2026*

Time of Submission (deadline): 10:00 AM (*Kenya time).*

6. **Opening of Quotations**: Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.

7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:

   (i) Valid Trading License

   (ii) Certificate of Registration

   (iii) Valid Tax Compliance Certificate

   (iv) Duly Filled, Signed and Stamped B.O.D Form (Attached at end of Document)

The Tenderer shall also complete attached forms to confirm eligibility and non-existence of aconflict of interest in relation to this procurement requirement by signing the attached Forms.

8. **Invitation not transferable**: This invitation is not transferable to other firms or individuals not so invited.

9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services

10. **Technical Specifications:** Documentary evidence to show that the goods/works/services meet the technical specifications.

11. **Alternative Quotations:** Tenderers are **permitted/not permitted** (select one) to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services (select one). Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.

12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed.

The Procuring Entity **shall not allow** quotations in foreign currency.

13. **Evaluation of Quotations**: The evaluation of quotations will be conducted using the procedure set out below:

    a. Preliminary examination to determine Tenderer eligibility:

        (i) Valid trading license

        (ii) Certificate of registration

        (iii) Tax compliance certificate

    b. Technical examination to determine goods/works/services eligibility, compliance with technical specifications andcommercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.

    c. Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.

14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.

15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase/Service Order inaccordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation

16. **Right to Reject**: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer must complete and submit aspart of the Form of quotation.

(i) SCHEDULE OF REQUIREMENTSTABLE

(ii) FORM FOR DISCLOSURE OF INTEREST

(iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

(iv) SELF-DECLARATION FORM

(v) FOREIGN TENDERER 40% RULE *(where provided)*

FORM OF QUOTATION *[To be completed by Tenderer]*

Quotation Addressed to (*Procuring Entity)*	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.

2. In compliance with your request for quotations dated_____, referenced above, we offer to _____(*specify one of supply goods, complete the works or provide the services)* to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings_____(in words) _____

OR in Foreign Currency (*if allowed*), Currency_____amount_____(in words) _____

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.

4. We also confirm that the_____(*goods to be supplied/works to be constructed/services to be provided (select one*) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.

5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.

6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.

7. The validity period of our quotation is:_____days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers).*

8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.

12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is:_____days from date of acceptance of Quotation. The warranty period offered is_____weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

i) SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements andTechnical Specifications and tenderer should complete columns D and E).

S/NO	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTALS
1.	Repair & Maintenance of Air conditioners (1 Year AC Maintenance Contract) SERVICE SCOPE The contract price for the servicing of air conditioners shall be based on the work schedule as follows; 1.1 Clean the outdoor condenser coils and indoor evaporator units 1.2 Check the refrigerant level 1.3 Inspect the chain pans and condensate drains 1.4 Check outdoor fan motor and blades and indoor blower assembly 1.5 Check compressor and refrigerant tubing 1.6 Lubricate moving parts (as applicable) 1.7 Inspect all electrical controls, wiring and connections 1.8 Inspect and clean or replace ear filters 1.9 Run a general system test 1.10 Check ductwork for leaks and other problems 1.11 Identify and replace worn out/ faulty parts	22		

In the event of replacement and/ repair of air conditioner consumables, the same shall be charged as per the schedule hereunder;

S/NO	**CONSUMABLES**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1.	Fan Capacitor	**1**		
2.	Brazing Rods to seal leakages	1		
3.	Air Conditioner Contactor	1		
4.	AC Sollatek Power Guard	1		
5.	Refrigeration Oil	1000ML		
6.	12,000btu Compressor	1		
7.	18,000 btu Compressor	1		
8.	3 Meter Piping kit	1		
9.	External wall mounting bracket	1		

10.	Remote Sensor Unit	1		
11.	Remote Batteries	2		
12.	Armoflex	1		
13.	Evaporator(indoor unit)	1		
14.	Louvre Motor	1		
15.	Refrigerant (Cooling gas)	1		
16.	PC board	1		
17.	Automatic Timer Complete(Server room)	SET		
18.	Complete outdoor unit	1		
19.	Nitrogen	1KG		
20.	Condenser fan motor	1		
21.	Thermostat	1		
22.	AC Power guard sollatek	1		

Signature:_____ And seal/Stamp

Name:_____ Position:

Authorized for and on behalf of (*specify name of tenderer*) _____

_____ _____

Date _____

ii) <u>FORM FOR DISCLOSURE OF INTEREST</u> - Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in .....(*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No……

If yes, provide details as follows.

	Names of Person	**Designation in the Procuring Entity**	**Interest or Relationship with Tenderer**
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	**Disclosure YES OR NO**	**If YES provide details ofthe relationship with Tenderer**
1	Tenderer is directly or indirectly controls, is Controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or Indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this Quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the Subject of the quotation.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified In this Quotation Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of Such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved inthe implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation Process and execution of the Contract?		

iii) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date ofsubmission.

Full Name_____

Title or Designation_____

_____)_____

(Signature) *(Date)*

iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the_____ *[Name of Procuring Entity]* for: _____ *[Name and number of quotation]* in response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of_____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;

4. For the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a quotation in response to this request for quotations;

   b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a quotation; or

   d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name_____

Title_____

Date_____

[Name, title and signature of authorized agent of Tenderer and Date]

v) SELF-DECLARATION FORM

We, the Tenderer_____*(insert name)* submitting our Quotation in respect of Quotation No_____for_____*(insert quotation Title Description*) for_____*(insert Name of Procuring Entity)*

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is undercommon control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurementand contract execution related to the above quotation:

a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:

   i) the RFQ for the above Quotation;
   ii) Kenya's Public Procurement and Asset Disposal Act, 2015*)* and its attendant Regulations;

   iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and

   iv) any such other Acts or Regulations of Government of Kenya;

b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of ..... *(name of the procuring entity);*

c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;

d) Have not been sanctioned or debarred by any entity from participation in public procurement proceedings ofKenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer.....*[Insert complete name of tenderer signing the quotation]*

Name of the person duly authorized to sign the quotation on behalf of the Tenderer..... *[Insert complete name of person duly authorized to sign the quotation]*

Title of the person signing the Quotation .....*[Insert complete title of the person signing the quotation]*

Signature of the person named above ..... *[Insert signature of person whose name and capacity are shown above]*

vi) FOREIGN TENDERER 40% RULE

(not to be included in the RFQ for supply of goods, supply and installation of plant and equipment, insurance, purchaseof property, and other RFQ where this rule may not be practical).

Pursuant to the provisions in the Public Procurement and Disposal Act, 2015, a Foreign Tenderer must complete thisform to demonstrate that the quotation fulfils this condition

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
[Procuring Entity to complete Columns a-d and Tenderer to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

S/NO	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTALS
1.	Repair & Maintenance of Air conditioners (1 Year AC Maintenance Contract) SERVICE SCOPE The contract price for the servicing of air conditioners shall be based on the work schedule as follows; 1.1 Clean the outdoor condenser coils and indoor evaporator units 1.2 Check the refrigerant level 1.3 Inspect the chain pans and condensate drains 1.4 Check outdoor fan motor and blades and indoor blower assembly 1.5 Check compressor and refrigerant tubing 1.6 Lubricate moving parts (as applicable) 1.7 Inspect all electrical controls, wiring and connections 1.8 Inspect and clean or replace ear filters 1.9 Run a general system test 1.10 Check ductwork for leaks and other problems 1.11 Identify and replace worn out/ faulty parts	22		

In the event of replacement and/ repair of air conditioner consumables, the same shall be charged as per the schedule hereunder;

S/NO	**CONSUMABLES**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1.	Fan Capacitor	**1**		
2.	Brazing Rods to seal leakages	1		
3.	Air Conditioner Contactor	1		
4.	AC Sollatek Power Guard	1		

5.	Refrigeration Oil	1000ML		
6.	12,000btu Compressor	1		
7.	18,000 btu Compressor	1		
8.	3 Meter Piping kit	1		
9.	External wall mounting bracket	1		
10.	Remote Sensor Unit	1		
11.	Remote Batteries	2		
12.	Armoflex	1		
13.	Evaporator(indoor unit)	1		
14.	Louvre Motor	1		
15.	Refrigerant (Cooling gas)	1		
16.	PC board	1		
17.	Automatic Timer Complete(Server room)	SET		
18.	Complete outdoor unit	1		
19.	Nitrogen	1KG		
20.	Condenser fan motor	1		
21.	Thermostat	1		
22.	AC Power guard sollatek	1		

ATTACHMENTS *(to be listed below and supplied by Procuring Entity)*

ETC.

TECHNICAL SPECIFICATIONS FOR WORKS/SERICES

(a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;

(b) A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.

(c) DRAWINGS

(Procuring Entity to attach Drawings (if any)

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns c-e)

S/NO	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTALS
1.	Repair & Maintenance of Air conditioners (1 Year AC Maintenance Contract) **SERVICE SCOPE** The contract price for the servicing of air conditioners shall be based on the work schedule as follows; 1.1 Clean the outdoor condenser coils and indoor evaporator units 1.2 Check the refrigerant level 1.3 Inspect the chain pans and condensate drains 1.4 Check outdoor fan motor and blades and indoor blower assembly 1.5 Check compressor and refrigerant tubing 1.6 Lubricate moving parts (as applicable) 1.7 Inspect all electrical controls, wiring and connections 1.8 Inspect and clean or replace ear filters 1.9 Run a general system test 1.10 Check ductwork for leaks and other problems 1.11 Identify and replace worn out/ faulty parts	22		

In the event of replacement and/ repair of air conditioner consumables, the same shall be charged as per the schedule hereunder;

S/NO	**CONSUMABLES**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
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4.	AC Sollatek Power Guard	1		
5.	Refrigeration Oil	1000ML		
6.	12,000btu Compressor	1		
7.	18,000 btu Compressor	1		
8.	3 Meter Piping kit	1		
9.	External wall mounting bracket	1		
10.	Remote Sensor Unit	1		
11.	Remote Batteries	2		
12.	Armoflex	1		
13.	Evaporator(indoor unit)	1		
14.	Louvre Motor	1		
15.	Refrigerant (Cooling gas)	1		
16.	PC board	1		
17.	Automatic Timer Complete(Server room)	SET		

18.	Complete outdoor unit	1		
19.	Nitrogen	1KG		
20.	Condenser fan motor	1		
21.	Thermostat	1		
22.	AC Power guard sollatek	1		

And seal/Stamp
Name:

Position:

Authorized for and on behalf of (*specify name of tenderer*) _____

_____ _____

Date _____

PART 3: CONTRACT

CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made _____ *(specify date)*.

Between _____
[Insert complete name of Procuring Entity], and having its principal place of Business at

_____

_____

[Insert address of Procuring Entity] and _____
[Insert name of Supplier, or contractor or service provider], and having its principal place of business at

_____

[Insert address of Supplier, contractor or service provider].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (*select one*)described in Table B, i.e.
_____ *[insert brief description of Goods, works and Services]* and has accepted a Quotation by the Tenderer in the sum of _____ *[insert Contract Price in words and figures]* (hereinafter called "the Contract Price").

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:
   a. Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
   b. Table B. QUOTATIONSUBMISSION TABLE
   c. FORM OF QUOTATION
   d. Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service provider*as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider *(select one)* in consideration of the provision of the Goods/works/services *(select one)* and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with thelaws of Kenya.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier/Contractor/Service Provider (*select one*)

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entityor the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier/Contractor/Service Provider (*select one*) under the Contract shall not vary from the prices quoted by the Supplier/Contractor/Service Provider (*select one*) in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows *(select one*):

(i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

(ii) For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.

(iii) For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate

9. Inspections and Tests

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) orarrangement

Tender Reference No.:_____[*insert identification no*] Name of the Tender Title/Description:_____*[insert name of the assignment]* to:_____*[insert complete name of Procuring Entity]*

In response to the requirement in your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicableand delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of sharesa person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct……	**1.** Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes --------No----- 2. Is this influence or control
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					

	Details of all Beneficial Owners		**% of sharesa person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Residential address				……	Exercised directly or indirectly?
	Telephone number				Indirect……	
	Email address				……..	Direct……
	Occupation or profession					…..
						Indirect……
						…
2.	Full Name		Directly---------- % of shares	Directly…… …….% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes----- No----
	National identity card number or Passport number				2. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
	Personal Identification Number (where applicable)		Indirectly---------- % of shares	Indirectly---------- % of voting rights	Direct…… ……	Direct…… …..
	Nationality(ies)				Indirect…… ……..	Indirect…… …
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
et c.						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer.....[insert complete name of the Tenderer]*_____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insertcomplete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: ..... [Insert complete title of the personsigning the Tender]

Signature of the person named above:..... [insert signature of person whose name and capacity are shown above]

Date this..... [Insert date of signing] day of.....[Insert month], [insert year]

Bidder Official Stamp